



RESOLUTION

AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES (OYS), TO CONTINUE FUNDING OF THE JUVENILE JUSTICE CENTER.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, states that any intergovernmental agreement or amendments thereto which place an obligation on the City or any department or agency thereof shall require prior consent and approval of the City Council; and

WHEREAS, the Department of Community Services for the City and County of Honolulu currently implements a Juvenile Justice Center to provide juveniles arrested for status offenses or first-time minor law violations with accountability-based sanctions and services to prevent further involvement in the juvenile justice system; and

WHEREAS, since 2001 the Juvenile Justice Center has been funded through Juvenile Accountability Block Grant funds (JABG), which funds are allocated by the State of Hawaii, Department of Human Services, Office of Youth Services (OYS) to the State's four counties to strengthen the juvenile justice system; and

WHEREAS, OYS has allocated to the City and County of Honolulu the amount of \$75,000.00 for the budget period starting May 1, 2016 and ending April 30, 2017 of JABG funds for the period; and

WHEREAS, the Department of Community Services desires to receive JABG funds through OYS to allow for the continuation of the Juvenile Justice Center; and

WHEREAS, a copy of the proposed intergovernmental agreement with OYS (Supplemental Contract No.6), is attached hereto as Exhibit A; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the proposed intergovernmental agreement, attached hereto as Exhibit A, is hereby consented to and approved; and

BE IT FURTHER RESOLVED that the Mayor, the Director of Community Services, or the Director's designee is hereby authorized to:

1. Execute the Supplemental Contract No. 6 to Contract DHS-12-OYS-264 in substantially the same form as the agreement attached as Exhibit A; and



RESOLUTION

2. Execute any incidental or related agreements or documents in furtherance of the above agreement, provided that such agreements and documents do not incur additional obligations on the part of the City; and

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that copies of this Resolution be transmitted to the Mayor and Gary K. Nakata, Director of the Department of Community Services, 715 South King Street, Suite 311, Honolulu, Hawaii 96813.

INTRODUCED BY:

Ernest Martin (BR)

DATE OF INTRODUCTION:

March 17, 2016
Honolulu, Hawaii

Councilmembers

CONTRACT NO. DHS-12-OYS-264



STATE OF HAWAII
SUPPLEMENTAL CONTRACT NO. 6
TO CONTRACT DHS-12-OYS-264

(Insert contract number or other identifying information)

This Supplemental Contract No. 6, executed on the respective
dates indicated below, is effective as of April 30, 2016 between the
Department of Human Services, Office of Youth Services

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Executive Director

(Title of person signing for the STATE)

whose address is: 707 Richards Street, Suite 525

Honolulu, Hawaii 96813

and City and County of Honolulu, Department of Community Services

(Name of PROVIDER)

("PROVIDER"), a Government Entity

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:

715 South King Street, Suite 311

Honolulu, Hawaii 96813

Mailing address if different than business street address:

Federal employer identification number: 99-6001257

Hawai'i general excise tax number: N/A

SUPPLEMENTAL CONTRACT

Page 1 of 4

AG Form 103F15 (02/09)

RECITALS

A. WHEREAS, the STATE and the PROVIDER entered into a Contract

DHS-12-OYS-264

(Insert contract number or other identifying information)

effective April 16, 20 12, which was amended by Supplemental Contract No(s). 1
effective August 1, 20 12, which was amended by Supplemental Contract No(s). 2
effective April 30, 20 13, which was amended by Supplemental Contract No(s). 3
effective (see next page), 20 (hereinafter collectively referred to as "Contract") whereby
the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,

NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the
Contract as follows:

(Check applicable box(es))

☐ Amend the SCOPE OF SERVICES according to the terms set forth in
Attachment S1, which is attached hereto and incorporated herein.

☒ Amend the TIME OF PERFORMANCE according to the terms set forth in
Attachment S2, which is attached hereto and incorporated herein.

☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to
the terms set forth in Attachment S3, which is attached hereto and incorporated
herein.

☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the
Supplemental Special Conditions, which is attached hereto and incorporated
herein.

☐ Recognize the PROVIDER's change of name

FROM:

TO:

SUPPLEMENTAL CONTRACT

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RECITALS

A. WHEREAS, the STATE and the PROVIDER entered into a Contract
DHS-12-OYS-264

(Insert contract number or other identifying information)

effective August 1, 20 13, which was amended by Supplemental Contract No(s). 4
effective April 30, 20 14, which was amended by Supplemental Contract No(s). 5
effective April 30, 20 15, which was amended by Supplemental Contract No(s). N/A
effective _____, 20 _____ (hereinafter collectively referred to as "Contract) whereby
the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,

NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the
Contract as follows:

(Check applicable box(es))

☐ Amend the SCOPE OF SERVICES according to the terms set forth in
Attachment S1, which is attached hereto and incorporated herein.

☒ Amend the TIME OF PERFORMANCE according to the terms set forth in
Attachment S2, which is attached hereto and incorporated herein.

☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to
the terms set forth in Attachment S3, which is attached hereto and incorporated
herein.

☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the
Supplemental Special Conditions, which is attached hereto and incorporated
herein.

☐ Recognize the PROVIDER's change of name

FROM:

TO:

SUPPLEMENTAL CONTRACT

Page 2 of 4

as set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract as amended herein shall remain in full force and effect.

In view of the above, the parties execute this supplemental agreement by their signatures below.

STATE

By _____
(Signature)

Print Name Merton Chinen

Print Title Executive Director, Office of Youth Services

Department of Human Services

Date _____

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

SUPPLEMENTAL CONTRACT

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CONTRACT NO. DHS-12-OYS-264

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPROVED AS TO FORM:

N/A Certification Attached

Deputy Attorney General

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel
Department of Corporation Counsel

PROVIDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, 20____, before
me appeared _____
and _____, to me known, to be the
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
_____ and _____
of _____,
the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
as the free act and deed of the PROVIDER.

(Notary Seal)

By _____
(Signature)

Print Name _____

Date _____

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature _____ Date _____

NOTARY CERTIFICATION

CERTIFICATION OF CHAPTER 103F CONTRACT WHEN
NEW CONTRACT IS SUBSTANTIALLY SIMILAR TO PRIOR CONTRACT

The undersigned agency officer or employee declares:

1. The agency has had during the immediately preceding year a Chapter 103F agreement with the same recipient or provider, the scope of services and other terms and conditions of which are substantially the same as those of the new agreement.
2. I am not currently aware of any reason why the new agreement should not be entered into with the provider or recipient, as the case may be.
3. Unless deleted or modified by the earlier agreement, all of the General Conditions for Health and Human Services Contracts, AG Form 103F (9/06), will apply to the new agreement.
4. No new Special Conditions will apply to the new agreement.
5. The Scope of Services of the new agreement will not conflict with or vary any material term of the proposal received from the recipient or provider for the agreement.
6. The earlier agreement was approved as to form by a deputy attorney general or pre-approved pursuant to the terms set forth in this Interdepartmental Memorandum.

DATED: Honolulu, Hawai'i, _____

AGENCY: Department of Human Services,
Office of Youth Services

By: _____
(Certifying Signature)

Merton Chinen
(Print or Type Name of Certifying Signature)

Its: Executive Director
(Title of Certifying Signature)

The completion of this certificate in compliance with ATTORNEY GENERAL'S INTERDEPARTMENTAL MEMORANDUM NO. 1999-05 constitutes approval as to the form of the attached contract by the Department of the Attorney General without further review.



Contract No. DHS-12-OYS-264
Attachment S2

STATE OF HAWAII

TIME OF PERFORMANCE

This Supplemental Contract No. 6 extends the period of time that the PROVIDER shall provide the Required Services from May 1, 2016 to April 30, 2017, unless this Contract is sooner terminated.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this Supplemental Contract Number 6, the STATE agrees to pay the PROVIDER a total sum of money not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$75,000.00)** for the Contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit A and incorporated by reference.
2. All other terms and conditions of the original Compensation and Payment Schedule shall remain unchanged and in effect.

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

THIS FORM IS DELETED AND INOPERATIVE

FISCAL AND BUDGET INFORMATION

SOURCE OF FUNDS

| | | Supplemental No. 6 | | | | Total |
|---------------------------|-------|-----------------------|------|------|------|-------|
| Time of Performance | From: | 5/1/2016 | | | | |
| | To: | 4/30/2017 | | | | |
| State General Funds | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | |
| Total State General Funds | | \$ - | \$ - | \$ - | \$ - | \$ - |

| Federal Funds | CFDA | | | | | |
|--|--------|--------------|------|------|------|--------------|
| DHHS, Social Services Block Grant, Title XX | 93.667 | | | | | |
| DOJ, OJJDP, Title II Formula Grant | 16.540 | | | | | |
| DOJ, OJJDP, JABG Grant | 16.523 | \$ 75,000.00 | \$ - | \$ - | \$ - | \$ 75,000.00 |
| DOJ, OJJDP, JABG Grant | 16.523 | | | | | |
| DOJ, OJJDP, Title V Grant | 16.548 | | | | | |
| | | | | | | |
| Total Federal Funds | | \$ 75,000.00 | \$ - | \$ - | \$ - | \$ 75,000.00 |

| | | | | | | |
|-----------------------|--|-------------|------|------|------|-------------|
| Match Amount Required | | \$ 8,334.00 | \$ - | \$ - | \$ - | \$ 8,334.00 |
|-----------------------|--|-------------|------|------|------|-------------|

| | | | | | | |
|-------------|--|--------------|------|------|------|--------------|
| Grand Total | | \$ 83,334.00 | \$ - | \$ - | \$ - | \$ 83,334.00 |
|-------------|--|--------------|------|------|------|--------------|

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
C E R T I F I C A T E

RESOLUTION 16-72, CD1

Introduced: 03/17/16

By: ERNEST MARTIN – BY REQUEST

Committee: BUDGET

Title: RESOLUTION AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES (OYS), TO CONTINUE FUNDING OF THE JUVENILE JUSTICE CENTER.

Voting Legend: * = Aye w/Reservations

| | | |
|----------|---------|--|
| 03/30/16 | BUDGET | CR-102 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN CD1 FORM. |
| 04/20/16 | COUNCIL | CR-102 AND RESOLUTION 16-72, CD1 WERE ADOPTED. 8 AYES: ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MARTIN, MENOR, OZAWA, PINE. 1 ABSENT: ANDERSON. |

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


GLEN I. TAKANASHI, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER